



Embassy of the United States of America

GSO/Procurement Office

Antiguo Cuscatlán, September 16, 2015

To: Prospective Quoters

Subject: Request for Proposal No. S- ES60015Q0081-A001

The Embassy of the United States of America has a requirement for a contractor to present a quotation to provide placement services for **COMPUTERS AND OFFICE EQUIPMENT**, as per described in Attachment A.

The Request for Proposal (RFP) consists of the following sections:

1. Standard Form SF-18
2. Attachment A - Specifications
3. Late quotation rules and evaluation method

The Embassy plans to award a Purchase Order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFP does not commit the American Embassy to make any award. The Embassy may cancel this RFP or any part of it.

Please read the RFP carefully and if you are interested, submit your quotation via e-mail to RengifoJM@state.gov including the completed SF-18 by on or before 11:00 on Monday, September 21, 2015. No oral quotations will be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bowers".

Scott Bowers
Contracting Officer

Enclosure:

As Stated

Solicitation Number S-ES60015Q0081

The American Embassy in San Salvador invites you to submit a quotation to provide *COMPUTERS AND OFFICE EQUIPMENT*, as per described in Attachment A.

Submit your proposal via e-mail to Janina de Rengifo, RengifoJM@state.gov on or before 11:00 on Monday, September 21, 2015. No proposal will be accepted after this time.

In order for a proposal to be considered, you must complete and submit the attached SF-18.

Please address any questions to:

Janina M de Rengifo

Email: RengifoJM@state.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
 3 15

2. AMENDMENT/MODIFICATION NO. A001
 3. EFFECTIVE DATE 09/16/2015
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
 American Embassy San Salvador
 Final Boulevard Santa Elena,
 Antigua Cuscatlan, La Libertad

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO. S-ES60015Q0081
 9B. DATED (SEE ITEM 11) 09/16/2015
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Attachment A - Statement of Work has been modified to exclude installation of the equipment/cable, and to establish a new submittal date.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott Bowers, GSO
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF 1	PAGES 10
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1. REQUEST NO. SES60015Q0064-A001	2. DATE ISSUED 08/24/2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY General Services Office, American Embassy San Salvador	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		7. DELIVERY	
NAME Janina M. de Rengifo		<input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
TELEPHONE NUMBER			
AREA CODE	NUMBER 2501-2462		

8. TO:	9. DESTINATION
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a. NAME	b. COMPANY	a. NAME OF CONSIGNEE American Embassy San Salvador
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c. STREET ADDRESS	b. STREET ADDRESS Final Blvd. Santa Elena, Antiguo Cuscatlan
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d. CITY	e. STATE	f. ZIP CODE	c. CITY La Libertad
			d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) Monday, September 21, 2015	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QTY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	COMPUTERS AND OFFICE EQUIPMENT AS PER ATTACHMENT A	1	Lump Sum		

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
				NUMBER	%

NOTE: Additional provisions and representations [] are [] are not attached.

13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)			b. TELEPHONE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE
						NUMBER

ATTACHMENT A

INL SAN SALVADOR COMPUTER EQUIPMENT FOR HOMICIDE UNITS

1.1 General Requirement:

The International Narcotics and Law Enforcement Section (INL) of the U.S. Embassy in San Salvador, has a PFG/CARSI Initiative requirement for the purchase of Computer Equipment for the Homicide Police Unit of El Salvador.

Delivery address: The computers will be delivered at Embassy Warehouse, within 30 days after the process is awarded, but, for the rest of the IT equipment will be installed in the Unit location that will be confirmed later

The Specifications are as follows:

HOMICIDE UNITS

1. DESKTOP COMPUTERS

Quantity:	40
Monitor:	Flat Panel 21 inches or bigger
Processor:	Intel(R) Core(TM) i.7-2120 Processor
RAM:	8 GB DDR3 System Memory
Hard Drive:	1 TB Serial ATA (7200 RPM) (at least)
CD ROM:	16X DVD+/-RW Drive
Software:	Windows 7 Professional 64-bit as minimum, Spanish Microsoft Office Professional 2013, Spanish Eset Endpoint Security Protection Antivirus Licenses 2 years
Mouse and keyboard:	Both USB, Spanish keyboard
Slots:	At least 2 USB in the front, 4 on the back and Card Reader
Network Connection:	Integrated 10/100/1000 Ethernet
Video:	Integrated Graphics Card
Sound:	Integrated Sound Card and Speakers
UPS	750 VA ups at least
Warranty:	3 year local service and warranty (at least)

2. SERVER

Quantity	1
Construction	Rack
Quantity of Processors	2
Processors Type	Intel® Xeon® X5690 64 bits or higher
Processors Maximum speed (GHz)	3.46GHz
Cache	12MB
Number of slots for processors	2
RAM memory	64 GB (6 x 4GB) , 1333MHz Dual Ranked LV RDIMMs for 2 Procs.

Memory Slots	18
Memory Capacity	192 GB
Advanced RAS	RAID 5 for H700 or PERC 6/i Controllers
Hard Drives	8
Type	SAS 6Gbps 2.5in
Internal Storage Capacity	8 TB
RPM	7.2 K
Hot Plug	YES
Video Memory	1.0 GB HD
Screen Resolution	1920x1080
Ethernet Card	Quad Port 1GbE NIC, Cooper, PCIe-4
Fibre Channel Adapter	NO
Bus Architecture E/S	Intel® QuickPath Interconnect (QPI) maximum 6.GT/s or equal
OS Requirements	Windows Server 2012 DATACENTER de 64 bits, in Spanish
Antivirus required	ESET Endpoint Security for SERVER 2 years
Optical Media	DVD+/-RW, SATA
Back UP	Internal Tape Back UP
Ports	5 USB (2 FRONT, 2 REAR, 1 INTERNAL) 1 SERIAL PORT 9 PIN CONNECTOR
Hot-Plug coolingSystem	5 HOT-SWAPPABLE FANS
Hot – Plug Power source	2 HOT- PLUP 570W POWER SUPLIES
Slot Base Expansion	2 PCIe x8 + 2 PCIe x4 G2 or 1 x16 + 2 x4 G2
Optional Mezzanines	NO
Monitor	LED 18” or higher
Keyboard	YES
Mouse	YES
Quick Installation Package	Onsiteinstallation’s Service.
Warranty	3 Years Local service and Warranty at least
Support Media	Drivers, software and documentation(user manuals) for the server provided

3. RACK

Quantity:	1
Type	Footprint 2U Expendable Rack
Size	84”
Rails installation in cabinet	Sliding Rails With Cable Management Arm
Including:	Patch Panel and Patch cords with all accessories for the connections LAN
Warranty	1 Year local warranty

4. UPS

Quantity:	1
Capacity	3000 VA 120V 60Hz
Type	Rack/Tower
Outlets	9
Warranty	2 Year local warranty

5. SWITCH

Quantity:	2
Capacity	24 Port
Type	Managed
Form Factor	Rack mountable
Switch Ports	24 x 10/100/1000 Ethernet Ports Ethernet Ports
Performance	Switching capacity : 160 Gbps
DRAM Memory	256 MB
Interfaces	24 x 10Base-T/100Base-TX/1000Base-T - RJ-45 - PoE USB : 1 x 4 PIN USB Type A 1 x console - mini-USB Type B - management 1 x RS-232 - RJ-45 - management 1 x 10Base-T/100Base-TX - RJ-45 - management
Compliant Standards	IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3af, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s, IEEE 802.3at
Warranty	3 Year local warranty

6. COLOR PHOTOCOPIER MACHINE

Quantity:	2
Functions:	Copy, Print, Scan, Fax
COPY	
Copy/print speed (ppm)	Color: up to 35 ppm or better Black: up to 35 ppm or better
Copy Resolution:	Copy: Up to 600 x 600 dpi
Duty cycle:	Up to 110,000 pages/month or better
Original Format:	A5 to A3
Zoom:	25 – 400% in 0.1% steps, Auto zooming
Copying functions:	Chapter, cover and page insertion, Proof Copy (print, screen with HDD), adjustment test print, Digital Art functions, Job setting memory, Image repeat
PRINT	
Printing Resolution:	Up to 1200 x 2400 dpi
Operating system:	Windows 2000 / XPx32 /XPx64, Windows VISTA x32/64, Windows 7 x 32/x64, Windows DPWS support, Mac 9.2 /10.2 /10.4, Server 2000 / 2003 / 2003x64 /2008 / 2008x64, Unix / Linux / Citrix
Printing Functions:	Direct Print of PCL, PS, TIFF, JPEG, XPS, PDF and encrypted pdf files
SCAN	
Input speed	Scan at up to 70 ipm color scanning, up to 70 ipm black-and-white – 8.5 x 11 in. / A4 LEF
Scanner Resolution:	Max: 600 x 600 dpi
Scanner modes:	Scant to email, Scan to FTP, Scan to SMB, Scan to HDD, Scan to USB, Scan to DPWS

File Formats:	JPEG, TIFF, PDF, Compact PDF, Encrypted PDF, Outline PDF,
FAX	
Fax Transmission:	Analogue, IP-FAX
Fax Resolution:	Max. 600 x 600 dpi (ultra fine)
Fax Compression:	MH, MR, MMR, JBIG
GENERAL SPECS	
Standard Memory	2 GB system
Hard Drive:	160 GB
Processor:	Dual-core 1.2 GHz
Connectivity	10/100/1000 Base T Ethernet, High-Speed USB 2.0 direct print
Duplex automatic feeder	Up to 70 ppm
Paper Size:	5.5 x 8.5 in. to 11 x 17 in. / A5 to A3
Feeder paper capacity:	3 -Trays: Up 520 pages/ each or better Bypass: 100 pages
Screen	Color touch
Monthly printing volume:	10,000 to 15,000 pages
Warranty:	3 Years
Maintenance of the equipment	Include preventive and corrective maintenance for 1 year
Toners:	Include black tonner for 1 year

EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-25)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if	SEPT 2007

	contractor requires physical access to a federally-controlled facility or access to a Federal information system)	
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (FEB 2007) of 52.212-4 applies if the order is time-and-materials or labor-hour)	FEB 2007
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553);
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i>
	(2) – (16) [Reserved].
x	(17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S.</i>

	<i>firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(19) 52.222-26, Equal Opportunity (FEB 2008) (E.O. 11246). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). [Check if the following apply: for supplies, the order exceeds \$100,000 and is awarded to a U.S. firm. For services, the order exceeds \$100,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). [Check if you have included the clause 52.222-35]</i>
	<i>(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201) [Check if the order is for services and the amount exceeds \$100,000]</i>
√	<i>(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) [Check for all orders]</i>
	<i>(24)(i) Alternate I of 52.222-50 [Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]</i>
	<i>(25) – (29) [Reserved].</i>
	<i>(30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$194,000]</i>
	<i>(31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	<i>(32) – (35) [Reserved].</i>
	<i>(36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	<i>(37) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i>
	<i>(38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]</i>

	(39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial Items:

[Contracting officer check as appropriate.]

	Clause Number and Title
	(1) – (6) [Reserved].
	(5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i>

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) [This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.] Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) – (ix) [Reserved].

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for services.”	JUNE 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which	SEP 2007

	the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

Department of State Personal Identification Card Issuance Procedures

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

